

Operation and Maintenance (O&M) Funding Program for Pumpout Facilities

SCOPE OF SERVICES

I. Definitions

The following definitions apply to this document:

- A. Grantee: The owner of the Marina or the owner's duly-authorized representative.
- B. Boat sewage pumpout station (also called "pumpout station"): A location with equipment designed and used for the sole purpose of removing human wastes from boats, from either plumbed systems or portable toilets on such boats. The term includes fixed (stationary) and trailered (portable) units.
- C. Department: The New Hampshire Department of Environmental Services (DES), Clean Vessel Act (CVA) Program
- D. Grant Officer for DES: Jody Connor, Limnology Center Director
- E. Marina: The Grantee's facility that is the subject of this Agreement, where boats are stored and/or serviced, and/or where boats otherwise congregate and where a pumpout station is available.
- F. O&M Funds: Money provided from the Department to the Applicant for the sole purpose of operation and maintenance (O&M) of a boat sewage pumpout station in accordance with this Agreement.
- G. Operations Period: The boating season (approximately April 1st through November 30th).

II. Initial Certification

The Grantee hereby certifies that the following conditions are true as of the date of this application:

- A. The Marina has an operational boat sewage pumpout station that is in compliance with all applicable State and local permit and health requirements and all applicable State and local codes;
- B. The pumpout station is used for the collection of boat sewage only, and no bilge water or oily waste is collected; and
- C. The pumpout station is located such that it is reasonably available to transient boats of sufficient size to be equipped with holding tanks.

III. Operation of Pumpout Station

- A. The Grantee will make the pumpout station at the Marina available to the general public during the Marina's regular business hours throughout the Operations Period in accordance with the terms of this Agreement. The Grantee will not discriminate against any person on the basis of sex, age, handicap, race, color, creed, or national origin, in the use of the pumpout station.
- B. The Grantee will keep pumpout usage logs throughout the Operations Period on forms provided by the Department, and will submit the logs to the Department with the request for reimbursement. Usage logs will contain each pumpout service performed at the marina during the boating season and the fees, if any, that were collected (fee must be \$5.00 or less per pumpout).
- C. The Grantee will notify the Department if the pumpout station will be out of service for longer than 3 days, by calling (603) 271-8803 and leaving a message if the call is not answered in person. The Grantee will fix any operational problems in a timely manner and will notify the Department when the pumpout station is back in service.
- D. If unusually cold or severe weather places the pumpout station at risk of damage, the Grantee may delay the opening of the pumpout station until after April 1st or winterize the system prior to November 30th. No penalty shall be incurred by the Grantee for a delayed opening or early shut-down that is due to a reasonable cause.
- E. O&M Funds will not be provided to the Grantee if:
 - 1. The Marina's pumpout station is out of service for longer than 14 days, whether consecutively or not, unless reasoning is discussed with the Department first.
 - 2. During the Operations Period, the Department receives three or more complaints from boaters regarding the availability of the Marina's pumpout station and the Applicant has not, in each instance, notified the Department first that a problem exists.
- F. If a marina encounters substantial expense due to unusual maintenance problems, the Grantee may request an exception to the grant limit, and if the request is approved, an amount over the \$1,500 may be awarded subject to availability of funds.

IV. Effective Date

This Agreement shall be effective on the later of April 1st or the date it is approved by:

- A. The Commissioner of the Department, for applicants who will receive less than \$5,000 in total from the Department as a result of this agreement in combination with any other agreement still pending; or
- B. The Governor and Executive Council, for applicants who will receive \$5,000 or more

from the Department as a result of this agreement in combination with any other agreement still pending.

GRANT AWARD

I. Specifications

- A. The grant award is limited to \$1,500 and is contingent upon funds appropriated by the U.S. Fish and Wildlife Service under the Clean Vessel Act.
- B. If the Grantee complies with all terms of this Agreement, the STATE agrees to pay 75 percent of the total O&M expenses for the pumpout facility minus income from pumpout fees, up to a maximum reimbursement of \$1,500. Invoices submitted by the GRANTEE may include the following items:
 - a. \$250 for keeping and submitting a pumpout logbook and, if applicable, record of pumpout fees.
 - b. Up to \$400, for the time paid staff spends operating, maintaining or repairing the pumpout. The marina must submit the name of the employee, the date(s) the employee worked on the pump, the nature of the work performed, and the total hours. Marinas that use volunteer/unpaid staff are not eligible to claim this expense.
 - c. Additional expenses, (supported by copies of paid receipts and cancelled checks):
 - Payments to licensed plumbers and/or electricians for pumpout related expenses;
 - Purchase of pumpout replacement parts/equipment;
 - Payments to licensed sewage haulers for the emptying of marina boat waste holding tanks;
 - Pumpout winterization; and
 - Municipal sewage connection fees. This expense applies only to the portion of a marina's sewage bill that pertains to the pumpout.

II. Reimbursement Requests

- A. The Department will consider reimbursement requests submitted between December 1st and January 31st.
- B. To request reimbursement, the Applicant must complete and submit a written reimbursement request to the Department. The reimbursement request must include the following:
 - 1. An O&M invoice outlining expenses, on company letterhead;

2. Completed pumpout station usage logs that were supplied by the Department; and
 3. Copies of receipts, cancelled checks and/or paid invoices supporting eligible expenses for the pumpout facility.
- C. The Department will review the submittal and calculate/verify the reimbursement amount. The Department may, at its discretion, deny or reduce payment to the Grantee if the reimbursement request contains insufficient supporting information or erroneous data, if the expenses detailed are not reimbursable, or if paid invoices are not included. The following provisions will apply to the reimbursement calculation:
1. If pumpout station income exceeds eligible expenses, the amount of the excess will be carried forward to the following year's O&M Funding Agreement, if one is offered, and incorporated into reimbursement calculations for that year.
 2. If pumpout station O&M expenses exceed the maximum reimbursement level, the deficit will be carried forward and applied to the following year's O&M Funding Agreement, if one is offered, and incorporated into reimbursement calculations for that year.
 3. No excess as described in C.1. or deficit as described in C.2. will be carried forward more than one year. The availability of future O&M funds cannot be guaranteed.
- D. Invoices are subject to the approval of the Grant Officer before payment is processed.